

STATE OF HAWAII  
STATE PROCUREMENT OFFICE  
HONOLULU, HAWAII

Legal Ad Date: May 29, 1997

INVITATION FOR BIDS  
NO. IFB-97-250-O

SEALED BIDS  
FOR  
FURNISHING AND DELIVERING  
INCANDESCENT AND FLUORESCENT LAMPS

will be received up to and opened at 2:00 p.m.

on

June 12, 1997

in the State Procurement Office, Kalanimoku Building, 1151 Punchbowl  
Street, Room 416, Honolulu, Hawaii 96813.

Questions relating to this bid solicitation may be directed to  
Ms. Caroldynne Yamashita, telephone 808/586-0566, facsimile 808/586-  
0570.

---

ROBERT J. GOVERNS, CPPB  
Procurement Officer

The following bid is hereby submitted:

GROUP A

TRIMLINE T8 RAPID START ENERGY SAVING FLUORESCENT LAMPS,  
COMPACT FLUORESCENT LAMPS AND HIGH INTENSITY DISCHARGE  
LAMPS:

The catalog discount rate for GROUP B - STANDARD LAMPS  
SHALL NOT APPLY TO GROUP A. The unit prices quoted  
herein for GROUP A (Offer Form Pages OF-3 and OF-4)  
shall be the prices at which State agencies on the  
island of Oahu may purchase these items during the  
term of the contract.

GROUP B

STANDARD LAMPS: All items in Group B shall be  
considered standard lamps and shall be included in  
the catalog listed below for Commercial and  
Industrial Lighting, published for national  
distribution by manufacturers of so-called STANDARD  
light bulbs. (Lamps considered as "standard" shall  
be of the type represented by the manufacturer as  
being intended for normal everyday routine usage.  
Representatives of this classification are  
"over-the-counter" products of General Electric,  
Sylvania and Westinghouse.)

Manufacturer's Brand Name: \_\_\_\_\_

\*Commercial and Industrial Lighting  
Description Catalog No. & Date: \_\_\_\_\_

Net Price Schedule No. & Date: \_\_\_\_\_

Total Discount Rate from Commercial and Industrial  
Lighting Catalog Net Price Schedule: \_\_\_\_\_%

\*It is clearly understood that items available for  
purchase by State agencies under Group B are not  
limited to those items listed herein on Offer Form  
pages OF-5, OF-6, and OF-7. Authorized State agencies  
may purchase any item or combination of items  
listed in the manufacturer's Commercial and Industrial  
Lighting catalog in such quantities as may be required.  
Deliveries are to be made on a "delivered to  
destination" basis at the prices listed in the  
Commercial and Industrial Lighting Catalog's net  
price schedule, less the discount rate quoted above.

Location of Warehouse: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

Offeror \_\_\_\_\_

| <u>GROUP A</u>  | <u>Vendor ID/<br/>Catalog No.</u> | <u>Catalog/<br/>Price Sch.<br/>Page Nos.*</u> | <u>Est.<br/>Qty.</u> | <u>Unit<br/>Price</u> | <u>Est.Total<br/>Bid Price</u> |
|---|-----------------------------------|---|----------------------|-----------------------|--------------------------------|
| Trimline T8 Rapid Start<br>Energy Saving Fluorescent<br>Lamps |                                   |   |                      |                       |                                |
| 1. 17W, 3000K, 24",<br>med. bi-pin                            | _____                             | _____   | 1,680                | \$_____               | \$_____                        |
| 2. 17W, 3500K, 24",<br>med. bi-pin                            | _____                             | _____   | 580                  | _____                 | _____                          |
| 3. 17W, 4100K, 24",<br>med. bi-pin                            | _____                             | _____   | 3,360                | _____                 | _____                          |
| 4. 25W, 3000K, 36",<br>med. bi-pin                            | _____                             | _____   | 860                  | _____                 | _____                          |
| 5. 25W, 3500K, 36",<br>med. bi-pin                            | _____                             | _____   | 360                  | _____                 | _____                          |
| 6. 25W, 4100K, 36",<br>med. bi-pin                            | _____                             | _____   | 1,300                | _____                 | _____                          |
| 7. 31W, 3000K, 48",<br>U-bend, med. bi-pin                    | _____                             | _____   | 100                  | _____                 | _____                          |
| 8. 31W, 3500K, 48",<br>U-bend, med. bi-pin                    | _____                             | _____   | 100                  | _____                 | _____                          |
| 9. 31W, 3500K, 48",<br>U-bend, med. bi-pin                    | _____                             | _____   | 100                  | _____                 | _____                          |
| 10. 32W, 3000K, 6",<br>med. bi-pin                            | _____                             | _____   | 250                  | _____                 | _____                          |
| 11. 32W, 4100K, 6",<br>med. bi-pin                            | _____                             | _____   | 250                  | _____                 | _____                          |
| 12. 32W, 3000K, 6",<br>U-bend, med.<br>bi-pin                 | _____                             | _____   | 250                  | _____                 | _____                          |
| 13. 32W, 3000K, 48",<br>med. bi-pin                           | _____                             | _____   | 5,760                | _____                 | _____                          |
| 14. 32W, 3500K, 48",<br>med. bi-pin                           | _____                             | _____   | 3,240                | _____                 | _____                          |
| 15. 32W, 4100K, 48",<br>med. bi-pin                           | _____                             | _____   | 10,440               | _____                 | _____                          |

\*NOTE: Insert the Catalog page number and the Price Schedule page number in the space provided. Example: If the lamp is found on page 22 of the Catalog and on page 12 of the Price Schedule, insert 22/12.

Offeror\_\_\_\_\_

| <u>GROUP A (cont)</u> | <u>Vendor ID/<br/>Catalog No.</u> | <u>Catalog/<br/>Price Sch.<br/>Page Nos.*</u> | <u>Est.<br/>Qty.</u> | <u>Unit<br/>Price</u> | <u>Est.Total<br/>Bid Price</u> |
|-----------------------|-----------------------------------|---|----------------------|-----------------------|--------------------------------|
|-----------------------|-----------------------------------|---|----------------------|-----------------------|--------------------------------|

Trimline T8 Rapid Start  
Energy Saving Fluorescent  
Lamps (continued)

|     |                                 |       |     |         |         |
|-----|---------------------------------|-------|-----|---------|---------|
| 16. | 40W, 3000K, 60",<br>med. bi-pin | _____ | 340 | \$_____ | \$_____ |
| 17. | 40W, 3500K, 60",<br>med. bi-pin | _____ | 220 | _____   | _____   |
| 18. | 40W, 4100K, 60",<br>med. bi-pin | _____ | 800 | _____   | _____   |

Compact Fluorescent Lamps

Items 19 through 26. T-4,  
to include all colors:  
2700K, 3000K, 3500K & 4100K.

|     |                  |       |     |         |         |
|-----|------------------|-------|-----|---------|---------|
| 19. | 5W, single lamp  | _____ | 100 | \$_____ | \$_____ |
| 20. | 7W, single lamp  | _____ | 100 | _____   | _____   |
| 21. | 9W, single lamp  | _____ | 200 | _____   | _____   |
| 22. | 13W, single lamp | _____ | 200 | _____   | _____   |
| 23. | 9W, double lamp  | _____ | 100 | _____   | _____   |
| 24. | 13W, double lamp | _____ | 100 | _____   | _____   |
| 25. | 18W, double lamp | _____ | 100 | _____   | _____   |
| 26. | 26W, double lamp | _____ | 100 | _____   | _____   |

High Intensity Discharge Lamps

Metal Halide Lamp, medium  
base, to conform to Federal  
Standard 21 CFR 1040.30

|     |              |       |     |       |       |
|-----|--------------|-------|-----|-------|-------|
| 27. | 100W, clear  | _____ | 250 | _____ | _____ |
| 28. | 100W, coated | _____ | 250 | _____ | _____ |
| 29. | 175W, clear  | _____ | 250 | _____ | _____ |
| 30. | 175W, coated | _____ | 250 | _____ | _____ |

Est'd Total Bid Price - Group A: \$\_\_\_\_\_

\*NOTE: Insert the Catalog page number and the Price Schedule page number in the space provided. Example: If the lamp is found on page 22 of the Catalog and on page 12 of the Price Schedule, insert 22/12.

Offeror\_\_\_\_\_

GROUP B - STANDARD LAMPS EVALUATION SHEET:

| <u>GROUP B</u>  | <u>Vendor ID/<br/>Catalog No.</u> | <u>Catalog/<br/>Price Sch.<br/>Page Nos.*</u> | <u>Est.<br/>Qty.</u> | <u>Unit<br/>Price</u> | <u>Est.Total<br/>Bid Price</u> |
|---|-----------------------------------|---|----------------------|-----------------------|--------------------------------|
| 1. 34W, A-19, 120V, med.<br>base, inside frost,<br>energy saving    | _____                             | _____   | 2,890                | \$_____               | \$_____                        |
| 2. 40W, A-19, 120V, med.<br>base, inside frost                      | _____                             | _____   | 1,440                | _____                 | _____                          |
| 3. 40W, A-19, 130V, med.<br>base, inside frost                      | _____                             | _____   | 580                  | _____                 | _____                          |
| 4. 52-54W, A-19, 120V,<br>med. base, inside<br>frost, energy saving | _____                             | _____   | 4,320                | _____                 | _____                          |
| 5. 60W, A-19, 120V, med.<br>base, inside frost                      | _____                             | _____   | 1,150                | _____                 | _____                          |
| 6. 60W, A-19, 130V, med.<br>base, inside frost                      | _____                             | _____   | 580                  | _____                 | _____                          |
| 7. 75W, A-19, 120V, med.<br>base, inside frost                      | _____                             | _____   | 4,320                | _____                 | _____                          |
| 8. 75W, A-19, 130V, med.<br>base, inside frost                      | _____                             | _____   | 770                  | _____                 | _____                          |
| 9. 100W, A-19, 120V, med.<br>base, inside frost                     | _____                             | _____   | 3,460                | _____                 | _____                          |
| 10. 100W, A-19, 130V, med.<br>base, inside frost                    | _____                             | _____   | 430                  | _____                 | _____                          |
| 11. 135W, A-21, 120V, med.<br>base, inside frost,<br>energy saving  | _____                             | _____   | 290                  | _____                 | _____                          |
| 12. 150W, A-21, 120V, med.<br>base, inside frost                    | _____                             | _____   | 140                  | _____                 | _____                          |

\*NOTE: Insert the Catalog page number and the Price Schedule page number in the space provided. Example: If the lamp is found on page 22 of the Catalog and on page 12 of the Price Schedule, insert 22/12.

Offeror\_\_\_\_\_

| <u>GROUP B (cont.)</u>   | <u>Vendor ID/<br/>Catalog No.</u> | <u>Catalog/<br/>Price Sch<br/>Page Nos.*</u> | <u>Est.<br/>Qty.</u> | <u>Unit<br/>Price</u> | <u>Est.Total<br/>Bid Price</u> |
|--|-----------------------------------|--|----------------------|-----------------------|--------------------------------|
| 13. 150W, A-21, 130V, med.<br>base, inside frost   | _____                             | _____  | 140                  | \$_____               | \$_____                        |
| <u>Fluorescent Lamps</u>   |                                   |  |                      |                       |                                |
| 14. 15W, T-8, 18",<br>preheat, med. bi-pin,<br>cool white                                      | _____                             | _____  | 290                  | _____                 | _____                          |
| 15. 20W, T-12, 24",<br>preheat, med. bi-pin,<br>cool white                                     | _____                             | _____  | 2,160                | _____                 | _____                          |
| 16. 30W, T-12, 36",<br>rapid start, med.<br>bi-pin, cool white                                 | _____                             | _____  | 580                  | _____                 | _____                          |
| 17. 34-35W, T-12, U-shape,<br>24", rapid start, med.<br>bi-pin, cool white,<br>6" spacing      | _____                             | _____  | 1,440                | _____                 | _____                          |
| 18. 34-35W, T-12, 48",<br>rapid start, med.<br>bi-pin, cool white,<br>energy saving            | _____                             | _____  | 57,600               | _____                 | _____                          |
| 19. 34-35W, T-12, 48",<br>rapid start, med.<br>bi-pin, lite white,<br>energy saving            | _____                             | _____  | 21,600               | _____                 | _____                          |
| 20. 40W, T-12, 48",<br>slimline, instant<br>start, single<br>pin, cool white                   | _____                             | _____  | 220                  | _____                 | _____                          |
| 21. 60W, T-12, 96",<br>slimline, instant<br>start, single<br>pin, cool white,<br>energy saving | _____                             | _____  | 2,880                | _____                 | _____                          |
| 22. 60W, T-12, 96",<br>slimline, instant<br>start, single<br>pin, lite white,<br>energy saving | _____                             | _____  | 1,440                | _____                 | _____                          |

\*NOTE: Insert the Catalog page number and the Price Schedule page number in the space provided. Example: If the lamp is found on page 22 of the Catalog and on page 12 of the Price Schedule, insert 22/12.

Offeror\_\_\_\_\_

| <u>GROUP B (cont)</u> | <u>Vendor ID/<br/>Catalog No.</u> | <u>Catalog/<br/>Price Sch.<br/>Page Nos.*</u> | <u>Est.<br/>Qty.</u> | <u>Unit<br/>Price</u> | <u>Est.Total<br/>Bid Price</u> |
|-----------------------|-----------------------------------|---|----------------------|-----------------------|--------------------------------|
|-----------------------|-----------------------------------|---|----------------------|-----------------------|--------------------------------|

Fluorescent Lamps

|     |  |       |       |         |         |
|-----|--|-------|-------|---------|---------|
| 23. | 95W, T-12, 96", rapid<br>start, Rec. Dbl. Con.,<br>high output, cool white,<br>energy saving | _____ | 1,440 | \$_____ | \$_____ |
|-----|--|-------|-------|---------|---------|

|     |  |       |       |       |       |
|-----|--|-------|-------|-------|-------|
| 24. | 95W, T-12, 96", rapid<br>start, Rec. Dbl. Con.,<br>high output, lite white,<br>energy saving | _____ | 1,150 | _____ | _____ |
|-----|--|-------|-------|-------|-------|

**Est'd. Total Bid Price - Group B:** \$\_\_\_\_\_

**Less Discount:** \_\_\_\_\_

**Total Evaluated Bid Price - Group B:** \$\_\_\_\_\_

**Est'd. Total Bid Price - Group A:** \$\_\_\_\_\_

**\*\*TOTAL SUM BID PRICE:** \$=====

\*NOTE: Insert the Catalog page number and the Price Schedule page number in the space provided. Example: If the lamp is found on page 22 of the Catalog and on page 12 of the Price Schedule, insert 22/12.

\*\*(TOTAL SUM BID PRICE - Total Evaluated Bid Price Group B + Est'd. Total Bid Price Group A)

Offeror\_\_\_\_\_

## SPECIAL PROVISIONS

### SCOPE

The furnishing and delivering of Incandescent and Fluorescent Lamps as ordered by various State agencies on the island of Oahu shall be in accordance with these Special Provisions and the General Terms and Conditions dated September 1, 1995, included by reference and made a part hereof. Copies of the General Terms and Conditions are available at the State Procurement Office, Room 416, 1151 Punchbowl Street, Honolulu, Hawaii 96813.

### COMMITMENT TO PURCHASE

Pursuant to Section 3-121-6, Hawaii Administrative Rules (HAR), it is mandatory that all agencies of the Executive Branch purchase from price lists issued by the State Procurement Office. Further, the chief procurement officers for the Judiciary, the Department of Education, and the University of Hawaii agree and commit to the terms of this price list.

Exception to price list. When quality level or product design is not suited to any agency's purpose, exception may be granted to the agency by the Chief Procurement Officer of the State Procurement Office. To obtain an exception to purchase outside of the price list, agency must submit SPO Form 5, Request for Authorization to Purchase Outside of State Procurement Office Price List, justifying the exception.

### TERM OF CONTRACT

Contract shall be for a twelve (12) month period commencing July 1, 1997 through June 30, 1998. Contract may be extended by mutual agreement on a month-to-month basis or for a specified number of months for a total period not to exceed twelve (12) months.

### MULTIPLE OR ALTERNATE BIDS

An offeror may submit only one bid in response to a solicitation. If an offeror submits more than one bid in response to a solicitation, then all such bids will be rejected.

Similarly, an offeror may submit only one bid for each line item (if any) of a solicitation. If an offeror submits more than one bid per line item, then all bids for that line item will be rejected.

### BIDDER QUALIFICATIONS

Awards will not be made to any bidder failing to meet the following qualification requirements.

1. Bidder must maintain a wholesale or retail business on Oahu at the time of bidding and during the period of the contract with warehouse and inventory capabilities for supplying the wide variety of items for Group A as listed on the appropriate Offer Form pages listed in the Commercial and Industrial Lighting catalog indicated herein. Capacity to supply lamps shall be based on bidder's normal inventory and sales volume of the lamps bid. Location of warehouse, person to contact and telephone number shall be provided herein.



## BIDDER QUALIFICATIONS (continued)

2. For Group B - Standard Lamps, the manufacturer specified must represent a complete line of commercial and industrial lamps which shall be listed in a general description catalog accompanied by a net price schedule. Manufacturer's description catalog and net price schedule, including catalog/schedule numbers and/or dates, shall be noted herein.
3. Bidder is required to provide safe, adequate parking adjacent to warehouse and/or pick up location(s) to accommodate State employees' vehicles.

Bidder is hereby advised that during the contract period the State will monitor and report incidents of non-availability of parking. In the event the contractor consistently fails to provide safe, adequate parking as required herein, the State reserves the right not to place orders for pick up with that contractor.

## BID PREPARATION

Offer Form, Page OF-1. Offeror is requested to submit its offer using offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on OFFER FORM, page OF-1. Failure to do so may delay proper execution of the contract.

Offeror's authorized signature shall be an original signature in ink. If OFFER FORM, page OF-1, is unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the offeror's intent to be bound.

### Bid Prices.

- a. For Group A, the bid prices shall be based on delivery to destination to the various State agencies on Oahu. Prices shall include all costs except the Hawaii General Excise tax, currently at 4% which may be added to the invoice as a separate line item and shall not exceed the current rate.
- b. For Group B, the discount rate bid shall include delivery to destination and all applicable taxes except the Hawaii General Excise Tax, currently 4%. The amount of the General Excise Tax shall not exceed the current rate and may be added to the invoice as a separate line item after the discount has been taken.

**Bids submitted with more than one catalog discount percentage rate for Group B shall be automatically rejected.**

Product Information. Bidders shall provide catalog number and catalog page number for each lamp listed in Group A and Group B on the Offer Pages.

Description Catalog and Net Price Schedule. Each bidder shall enclose the following with his bid submittal:

- a. Description catalog of the manufacturer's complete Commercial and Industrial Lighting line noted on Offer Form page OF-2 which includes all lamps listed in Group A and Group B. Failure to submit description catalog with bid submittal may result in rejection of bid.
- b. Net Price Schedule of manufacturer's complete Commercial and Industrial Lighting line noted on Offer Form page OF-2 which contains net prices for all lamps listed in Group B. Failure to submit the net price schedule with the bid submittal shall result in rejection of bid.

Tax Liability. Work to be performed under this solicitation is a business activity taxable under Chapter 237, Hawaii Revised Statutes (HRS), and if applicable, taxable under Chapter 238, HRS. Vendors are advised that they are liable for the Hawaii General Excise tax (GET) at the current 4% rate and the applicable use tax at the current 1/2% rate. If, however, an offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

Tax Equalization Provision. For evaluation purposes, pursuant to §103-53.5, HRS, as amended, the price offer submitted by an offeror not liable for the GET under this solicitation, shall be increased by the current rates of the GET and the applicable use tax. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

Tie Bids. Should there be tie bids and such tie bids are determined to be the lowest responsible bids then award shall be made to the bidder who submits the highest discount rate.

#### QUANTITIES

For Group A, the quantities listed herein are estimated for the length of the contract and for Group B, the quantities listed herein are for evaluation purposes only. For both groups no guarantee to purchase the exact amount is intended or implied.

The State shall have the right to purchase larger or smaller quantities at the prices quoted herein for Group A, and at the discount rate quoted for Group B. For this reason, vendors shall bid only on regular stock items to avoid inventory hardships that could arise from stocking materials for State use only. In the event the estimated requirements do not materialize in the exact quantities listed in the proposal, such failure shall not constitute grounds for equitable adjustment under this contract.

#### DISCOUNT RATE

The discount rate offered will be applied to the items listed under Group B on the Offer Form pages to determine the Total Evaluated Bid Price - Group B. Bidder shall multiply the estimated quantities for those items by the net price listed in the catalog(s) to determine the

#### DISCOUNT RATE (continued)

Est. Total Bid Price Group B, and will apply the discount rate offered to the Est. Total Bid Price Group B to determine the Discount. The Est. Total Bid Price Group B less the Discount will result in the Total Evaluated Bid Price - Group B. State Procurement Office will verify the calculations.

#### METHOD OF AWARD

To be considered for award, bidder shall submit prices on all items listed in Group A and Group B.

Award, if any, will be made to the responsible bidder submitting the lowest Total Sum Bid Price which shall be the sum of Est. Total Bid Price - Group A and the Total Evaluated Bid Price - Group B.

#### EXECUTION OF CONTRACT

Formal written contract(s) and performance and payment bonds will not be required for awards made in response to this bid solicitation.

Successful bidder will receive a notice of award by letter to which will be attached a State Procurement Office Price List showing the item(s) which the respective bidder has been awarded. This method of award does not waive compliance with Specifications, Special Provisions, and the General Terms and Conditions of the bid.

#### DESCRIPTION CATALOGS AND NET PRICE SCHEDULES

Within seven (7) days after receipt of notification of award, the successful Contractor shall furnish, at no additional cost the State, a minimum of 150 description catalogs and net price schedules identical to those submitted with the bid, to be distributed to State agencies. Contractor shall deliver these catalogs and price schedules to the State Procurement Office. Failure to do so will be considered non-performance of contract.

#### QUALITY OF PRODUCTS

The lamps covered by these provisions shall be guaranteed to be of the quality and specifications described in the catalog and shall be free from defects in material and workmanship. Lamps found defective will be exchanged on a one-for-one basis by the Contractor. Defective lamp exchanges shall be completed within ten (10) days of notification by the State.

#### APPLICATION OF DISCOUNT

The discount rate proposed for Group B shall be applied to the prices listed in the manufacturer's net price schedule submitted herewith. Any subsequent amendments or new schedule price increases issued by the manufacturer will not be recognized by the State.

Contractor shall apply the discount rate to the total order and not to each individual line item.

## ORDERS

Orders shall be submitted to the Contractor as needed by the various agencies of the State as supplies are needed during the contract period. Contractor shall deliver orders directly to the using agencies. Any orders received by the Contractor during the contract period must be honored by the Contractor and he is obliged to deliver according to the contract terms and within the required delivery time.

## DELIVERY

Deliveries of orders totaling less than \$200.00 shall be completed within three (3) working days from receipt of purchase order. Deliveries of orders of \$200.00 or more shall be completed within thirty (30) calendar days after receipt of purchase order. Within three (3) working days, orders totaling less than \$25.00 shall be made available to the using agency on a "will call" basis, and delivery shall be made only at the option of the Contractor according to his delivery schedule.

The dollar limits specified in the above paragraph exclude the 4% Hawaii State General Excise tax.

## INVOICING

Contractor shall forward original and two copies of each invoice to the ordering agencies. For schools: a copy of the signed receipt of goods received by any school representative must be forwarded with each invoice.

## PAYMENT

Section 103-10, Hawaii Revised Statutes (HRS), provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods or performance of services to make payment. For this reason, the State will reject any bid submitted with a condition requiring payment within a shorter period. Further, the State will reject any bid submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS, as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period of time or interest payment not in conformance with statute.

## SERVICING

In the event a complaint regarding a vendor's product is filed, the vendor must meet with the agency at the agency place of business to resolve the problem. This shall take place within one week of the complaint and without additional charge to the State.

## FAILURE TO DELIVER

Contractor shall be obliged to deliver products awarded in this contract in accordance with terms and conditions stated herein. If a Contractor is unable to deliver the product(s) under contract herein, it shall be the Contractor's responsibility to obtain prior approval of the

#### FAILURE TO DELIVER (continued)

ordering agency to deliver an acceptable substitute. In the event any Contractor consistently needs to substitute products provided herein, the State reserves the right to initiate the debarment process pursuant to Chapter 3-126, Legal and Contractual Remedies, HAR.

#### SALES REPORT

Contractor shall submit written sales report to Caroldynne Yamashita, State Procurement Office, indicating the total quantity of each line item sold to State agencies on Oahu during the contract period. Report shall include item numbers, a brief description of each item and the total quantity sold of each line item.

Reports shall be submitted to SPO within seven (7) days after March 31, 1998 and three (3) months before the end of the extended period, if any.

Failure of the contractor to submit the report(s) as required will reflect negatively upon his performance record. Contractors are hereby advised that past and current performance will be considered in the evaluation of future bids submitted in response to solicitations issued by the State Procurement Office.

#### ADDITIONS AND EXCEPTIONS TO THE GENERAL TERMS AND CONDITIONS

Approvals. Any agreement arising out of this offer is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Cancellation of Solicitations and Rejection of Offers. The solicitation may be cancelled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in Sections 3-122-95 through 3-122-97, Hawaii Administrative Rules.

General Terms and Conditions Not Applicable. Sections 2.11 and 2.14 of the General Terms and Conditions which apply specifically to the Request for Proposals method of source selection are not applicable to Invitation for Bids. Also Sections 2.10 and 2.13 which apply specifically to the Invitation for Bids method of source selection are not applicable to Requests for Proposals.

Records Retention. The Contractor and any subcontractors shall maintain the books and records that relate to the Agreement and any cost or pricing data for three (3) years from the date of final payment under the Agreement.

INCANDESCENT AND FLUORESCENT LAMPS  
IFB-97-250-0

Procurement Officer  
State Procurement Office  
State of Hawaii  
Honolulu, Hawaii 96813

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Terms and Conditions dated September 1, 1995 by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof.

The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

|  |  |
|--|--|
| Date: _____  | Respectfully submitted,                  |
| Telephone No.: _____                                       |  |
| Fax No.: _____   | _____<br>Exact Legal Name of Offeror     |
| Payment address, if other than<br>street address at right: | _____<br>Authorized Signature (Original) |
| _____  | _____<br>Title                           |
| _____  |  |
| Hawaii General Excise Tax Lic.<br>I.D. No.: _____          | _____<br>Street Address                  |
| Social Sec. or Federal I.D. No.: _____                     | _____<br>City, State, Zip Code           |

If offeror shown above is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the contract, if awarded, will be executed:

\_\_\_\_\_

Offeror is:   \_\_\_ Individual   \_\_\_ Partnership   \_\_\_ Corporation   \_\_\_ Joint  
Venture

State of incorporation: Hawaii \_\_\_\_\_ \*Other \_\_\_\_\_

\*If "other", is corporate seal available in Hawaii?   \_\_\_ Yes   \_\_\_ No

